SERFF Tracking Number: AMRS-125531677 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50

COMPANY, ...

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE
Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Filing at a Glance

Companies: AMERISURE MUTUAL INSURANCE COMPANY, AMERISURE INSURANCE COMPANY Product Name: COMMERCIAL AUTOMOBILE SERFF Tr Num: AMRS-125531677 State: Arkansas

TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: AR-CA-03-08-MAPF State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Dacia Owens Disposition Date: 03/19/2008

Date Submitted: 03/13/2008 Disposition Status: Approved

Effective Date Requested (New): 07/01/2008 Effective Date (New): 07/01/2008

07/01/2008

State Filing Description:

General Information

Project Name: MAP PROJECT Status of Filing in Domicile: Pending

Project Number: AR-CA-03-08-MAPF Domicile Status Comments: RULES PENDING,

FORMS DOCUMENTED AS DESK FILING

Reference Organization: NA Reference Number: NA Advisory Org. Circular: NA

Filing Status Changed: 03/19/2008

State Status Changed: 03/19/2008 Deemer Date:

Corresponding Filing Tracking Number: AR-CA-03-08-MAPF

Filing Description:

AS AN AUTHORIZED COMMERCIAL AUTOMOBILE INSURER IN YOUR JURISDICTION, AMERISURE MUTUAL AND AMERISURE INSURANCE COMPANIES WISH TO PROPOSE NEW AND REVISED ENDORSEMENTS FOR YOUR REVIEW AND APPROVAL. PLEASE FIND A FILING MEMORANDUM AND FORM COMPARISON ATTACHED FOR FURTHER CLARIFICATION OF THE PROPOSED ENDORSEMENTS.

SERFF Tracking Number: AMRS-125531677 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50

COMPANY, ...

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Company and Contact

Filing Contact Information

Dacia Owens, COMPLIANCE ANALYST II dowens@amerisure.com 26777 HALSTED RD. (800) 257-1900 [Phone] FARMINGTON HILLS, MI 48331 (248) 426-7789[FAX]

Filing Company Information

AMERISURE MUTUAL INSURANCE CoCode: 23396 State of Domicile: Michigan

COMPANY

26777 HALSTED RD. Group Code: 124 Company Type: PROPERTY &

CASUALTY

FARMINGTON HILLS, MI 48331-2060 Group Name: AMERISURE State ID Number:

INSURANCE

(800) 257-1900 ext. 54270[Phone] FEIN Number: 38-0829210

AMERISURE INSURANCE COMPANY CoCode: 19488 State of Domicile: Michigan

26777 HALSTED RD. Group Code: 124 Company Type: PROPERTY &

CASUALTY

FARMINGTON HILLS, MI 48331-2060 Group Name: AMERISURE State ID Number:

INSURANCE

(800) 257-1900 ext. 54270[Phone] FEIN Number: 38-1869912

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: (1) FILING SUBMISSION (X) \$50 PER SUBMISSION = \$50

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

AMERISURE MUTUAL INSURANCE \$50.00 03/13/2008 18605685

COMPANY

SERFF Tracking Number: AMRS-125531677 State: Arkansas

First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50

 $COMPANY, \dots$

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

AMERISURE INSURANCE COMPANY \$0.00 03/13/2008

 SERFF Tracking Number:
 AMRS-125531677
 State:
 Arkansas

 First Filing Company:
 AMERISURE MUTUAL INSURANCE
 State Tracking Number:
 EFT \$50

 $COMPANY, \dots$

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/19/2008	03/19/2008

SERFF Tracking Number: AMRS-125531677 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50

COMPANY, ...

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Disposition

Disposition Date: 03/19/2008 Effective Date (New): 07/01/2008 Effective Date (Renewal): 07/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing0.000%Overall Percentage Rate Impact For This Filing0.000%Effect of Rate Filing-Written Premium Change For This Program\$0Effect of Rate Filing - Number of Policyholders Affected0

 SERFF Tracking Number:
 AMRS-125531677
 State:
 Arkansas

 First Filing Company:
 AMERISURE MUTUAL INSURANCE
 State Tracking Number:
 EFT \$50

COMPANY, ...

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Supporting Document	FILING MEMO	Approved	Yes
Supporting Document	COMPARISON	Approved	Yes
Form	ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDT.	Approved	Yes
Form	EXCLUSION - RADAR DETECTORS	Approved	Yes
Form	DESIGNATED INSURED - PRIMARY COVERAGE	Approved	Yes

 SERFF Tracking Number:
 AMRS-125531677
 State:
 Arkansas

 First Filing Company:
 AMERISURE MUTUAL INSURANCE
 State Tracking Number:
 EFT \$50

 $COMPANY, \dots$

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	ADVANTAGE COMMERCIAL	CA 71 15	05 08	Endorseme Replaced nt/Amendm	Replaced Form #	±:0.00	CA 71 15 05 08.pdf
	AUTOMOBILE			ent/Conditi	Previous Filing #		
	BROAD FORM			ons			
	ENDT.						
Approved	EXCLUSION -	CA 71 64	07 07	Endorseme New		0.00	CA 71 64 07
	RADAR			nt/Amendm			07.pdf
	DETECTORS			ent/Conditi			
				ons			
Approved	DESIGNATED	CA 71 65	10 07	Endorseme New		0.00	CA 71 65 10
	INSURED -			nt/Amendm			07.pdf
	PRIMARY			ent/Conditi			
	COVERAGE			ons			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- **d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- **g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

(1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - **(b)** The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. FELLOW EMPLOYEE** is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2.000.

- C. Under SECTION IV BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:
 - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- **(b)** Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by a lessor; and
 - (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extension**s is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- **(b)** This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- **a.** Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- **b.** Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE SCHEDULE

Description of Covered "Auto":

Limit of Insurance Deductible \$500 \$250

4-0

A. Coverage

- 1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- 2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

 Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

2. Both:

- An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
- **b.** Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
- **3.** A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

- 1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

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CA 71 15 05 08 Page 5 of 6

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

- 1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
- 2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
- 3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
- **4.** In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO**, **VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

Page 6 of 6 CA 71 15 05 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RADAR DETECTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

All policy terms apply except as stated below.

If form CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy, we will not pay for:

- 1. Any device designed or used to detect speed measuring equipment such as radar or laser detectors; and
- 2. Any jamming apparatus intended to elude or disrupt speed measurement equipment;

whether permanently installed or temporarily mounted in or on the covered "auto".

POLICY NUMBER: COMMERCIAL AUTO
CA 71 65 10 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY COVERAGE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective:	Countersigned By:
Named Insured:	
	(Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any Person or Organization with whom you have an "insured contract" which requires:

- i. that Person or Organization to be added as an "insured" under this policy; and
- ii. this policy to be primary and non-contributory to any like insurance available to the Person or Organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

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CA 71 65 10 07 Page 1 of 1

SERFF Tracking Number: AMRS-125531677 State: Arkansas State Tracking Number: EFT \$50

First Filing Company: $AMERISURE\ MUTUAL\ INSURANCE$

COMPANY, ...

Company Tracking Number: AR-CA-03-08-MAPF

TOI: Sub-TOI: 20.0001 Business Auto 20.0 Commercial Auto

Product Name: COMMERCIAL AUTOMOBILE

Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMRS-125531677 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50

COMPANY, ...

Company Tracking Number: AR-CA-03-08-MAPF

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: COMMERCIAL AUTOMOBILE
Project Name/Number: MAP PROJECT/AR-CA-03-08-MAPF

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 03/19/2008

Property & Casualty

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent[2].pdf

Review Status:

Satisfied -Name: FILING MEMO Approved 03/19/2008

Comments:

Attachment:

Filing Memo _operating states_.pdf

Review Status:

Satisfied -Name: COMPARISON Approved 03/19/2008

Comments: Attachment:

SBS - CA71150508 v CA71151205.pdf

Property & Casualty Transmittal Document

1.	Reserved for Insurance	2. In:	surance l	Department	Use only	
	Dept. Use Only	a. Da	te the filin	g is received	l :	
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Con	tact Info of Filer(s) or Corporate					e-mail
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7. 8.	Name and address Signature of authorized filer Please print name of authorized	Title ed filer	Tel	ephone #s	FAX#	e-mail
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Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	Filing Fees (Filer must provide check # and fee amount if applicable)
22.	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	heck #:
ıA	mount:
	r to each state's checklist for additional state specific requirements or instructions on
calc	ulating fees.
***R	Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies
	uired, other state specific forms, etc.)
PC ⁻	TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

Commercial Auto Countrywide 2008 Form Filing Memorandum

Forms List:

- CA 71 15 05 08 Advantage Commercial Automobile Broad Form Endorsement
- CA 71 64 07 07 Exclusion Radar Detectors
- CA 71 65 10 07 Designated Insured Primary Coverage

Descriptions:

Advantage Commercial Automobile Broad Form Endorsement

CA 71 15 05 08 <u>Advantage Commercial Automobile Broad Form Endorsement</u> replaces CA 71 15 12 05 <u>Advantage Commercial Automobile Broad Form Endorsement</u>.

CA 71 15 05 08 is an updated optional form available to manufacturing, contracting and other business insureds. It provides multiple extensions and additions of coverage to the ISO Business Auto Coverage Form.

Exclusion – Radar Detectors

CA 71 64 07 07 <u>Exclusion – Radar Detectors</u> is new. It's mandatory when ISO's <u>Audio, Visual And Data Electronic Equipment Coverage Endorsement</u> CA 99 60 is attached to any of the following coverage forms:

- Business Automobile Coverage Form
- Business Automobile Physical Damage Coverage Form
- Garage Coverage Form
- Truckers Coverage Form

CA 71 64 excludes coverage for radar detectors and similar equipment permanently installed or temporarily mounted in or on a covered auto. The form reiterates the intent of CLM Rule 95, which explicitly excludes radar detectors. This intent is not clear in the coverage forms themselves.

Designated Insured – Primary Coverage

<u>Designated Insured – Primary Coverage</u> CA 71 65 10 07 is new. It's an optional form that provides primary coverage to a third party as an insured when the named insured is required to do so by contract.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08		CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	<u>COMMENTS</u>
2.	BROAD FORM INSURED SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following: g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos". This provision does not apply: (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage"; (2) To any person or organization included as an insured by an endorsement or in the Declarations; or (3) To any lessor of "autos" unless: (a) The lease agreement requires you to provide direct primary insurance for the lessor; (b) The "auto" is leased without a driver; and (c) The lease had not expired.	 2. BROAD FORM INSURED SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following: g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos". This provision does not apply: (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage"; (2) To any person or organization included as an insured by an endorsement or in the Declarations; or (3) To any lessor of "autos" unless: (a) The lease agreement requires you to provide direct pricing insurance for the lessor; (b) The "auto" is leased without a driver; and (c) The lease had not expired. 	Correction.
5.	HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:	5. HIRED AUTO PHYSICAL DAMAGE COVERAGE Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:	The title was changed to reflect coverage for Loss of Use Expense.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08	CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	<u>COMMENTS</u>
If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule. B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following: b. Loss Of Use Expenses For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by: (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";	If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. (a) We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule. (b) When you are required by written contract to indemnify a lessor for actual financial loss and administrative fees because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss and administrative fee subject to a maximum of \$2,000 per "accident" or "loss". Paragraph 5.b. of the Other Insurance Condition in the Business Auto Form is replaced by the following: For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own: 1. Any covered "auto" you lease, hire, rent or borrow; and 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related	Amerisure's proprietary Loss Of Use language was replaced with Loss Of Use language from ISO's Business Auto Coverage Form CA 00 01.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08	CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	<u>COMMENTS</u>
 (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto". However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000. C. Under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following: b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own: 1. Any covered "auto" you lease, hire, rent or borrow; and 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire 	to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.	Amerisure increased the Loss Of Use Expense limit from \$20 per day (provided under ISO's Business Auto Coverage Form) to \$30 per day, subject to a maximum of \$2,000. This is a broadening in coverage. Editorial corrections.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08	CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	<u>COMMENTS</u>
from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.		
(Not on this form)	8. EXTRA EXPENSE - BROADENED COVERAGE Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE the following is added: We will pay reasonable and necessary expenses of returning a stolen covered "auto" to you.	This coverage for the reasonable and necessary expenses of returning a stolen covered "auto" was deleted since coverage already exists under ISO Business Auto Coverage Form CA 00 01. Consequently, the provision numbering on the new form is different due to the deletion of this provision.
13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following: We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.	14. KNOWLEDGE OF HAZARDS SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following: We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report any knowledge of an error or omission in your representations to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.	Title was changed for consistency with other forms and to better reflect the nature of this coverage extension. Editorial improvement.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08	CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	<u>COMMENTS</u>
(Not on this form)	 15. HIRED AUTO - LIMITED WORLDWIDE COVERAGE SECTION IV - BUSINESS AUTO CONDITIONS, GENERAL CONDITIONS 7. POLICY PERIOD, COVERAGE TERRITORY is amended to add: (e) For covered "autos" of the private passenger type hired without a driver for a period of 30 days or less, the coverage territory is anywhere in the world provided that a "suit" for "bodily injury" or "property damage" is brought against the insured in the United States of America, its territories and possessions, Puerto Rico, or Canada. 	This extension was deleted since the coverage is now included in ISO Business Auto Coverage Form CA 00 01. Consequently, the provision numbering on the new form is different due to the deletion of this provision.
14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	16. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	
SCHEDULE	SCHEDULE	
Description of Covered "Auto":	Description of Covered "Auto":	
Limit of Insurance Deductible	Limit of Insurance Deductible	
\$500 \$250	\$250	A \$500 limit was pre-printed on the Schedule. That limit, the only one available, was previously entered manually.
B. Exclusions For purposes of this provision 14., the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to	B. Exclusions For purposes of this provision 16., the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to	Editorial correction.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08	CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	<u>COMMENTS</u>
Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply: We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is: 1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or 2. Both: a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. 3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto". C. Limit of Insurance With respect to coverage under provision 14. of this endorsement, the Limit of	Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply: We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is: 1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto"s" operating system; or 2. Both: a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. C. Limit of Insurance With respect to coverage under provision 16. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:	An exclusion for radar detectors was added since ISO Business Auto Coverage Form CA 00 01 is not clear on this point. This is a clarification rather than a reduction in coverage since ISO CLM Coverage Rule 95 explicitly excludes radar detectors.

PROPOSED FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 05 08	CURRENT FORM ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT CA 71 15 12 05	COMMENTS
Insurance provision of Physical Damage Coverage is replaced by the following: E. When This Provision Becomes Void This provision, AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.		A new paragraph was added clarifying this section is void if ISO's Audio, Visual And Data Electronic Equipment Coverage CA 99 60 is attached. Any limit request above \$500 requires attachment of the ISO coverage form.